

May 8, 2001

1-800-RECONEX, Inc.
2500 Industrial Ave.
Hubbard, OR. 97032



Dear Mr. Braun:

We have received your request that, under Section 252(i) of the Telecommunications Act of 1996, 1-800-RECONEX, Inc. ("CLEC") wishes to "Pick and Choose" in its entirety, the terms of the Interconnection Agreement and any associated amendments, if applicable, ("Agreement") between AT&T Communications of the Midwest, Inc. and Qwest Corporation fka U S WEST Communications, Inc. ("Qwest") that was approved by the Commission as an effective agreement in the State of Nebraska. 1-800-RECONEX, Inc. is incorporated in the state of Oregon. We understand you have a copy of the Agreement.

With respect to the aforementioned Agreement, Qwest and CLEC ("the Parties") understand and agree:

1. The Parties shall request the Commission to expedite its review and approval of this Agreement. This Agreement shall become effective upon such approval.
2. Notwithstanding the mutual commitments set forth herein, the Parties are entering into this Agreement without prejudice to any positions they have taken previously, or may take in the future, in any legislative, regulatory, or other public forum addressing any matters, including those relating to the types of arrangements contained in this Agreement. During the proceeding in which the Commission is to review and approve the Agreement, Qwest may point out that it has objected, and continues to object, to the inclusion of the terms and conditions to which it objected in the proceedings involving the approval of the Underlying Agreement.
3. Subsequent to the execution of this Agreement, the FCC or the Commission may issue decisions or orders that change or modify the rules and regulations governing implementing of the Act. If such changes or modifications alter the state of the law upon which the Underlying Agreement was negotiated and agreed, and it reasonably appears that the parties to the Underlying Agreement would have negotiated and agreed to different term(s) condition(s) or covenant(s) than as contained in the Underlying Agreement had such change or modification been in existence before execution of the Underlying Agreement, then this Agreement shall be interpreted consistent with such decisions and amended if necessary to reflect such different terms(s), condition(s), or covenant(s). Where the Parties fail to agree upon such an amendment, it shall be resolved in accordance with the Dispute Resolution provision of the Underlying Agreement which is being adopted pursuant to Section 252(i).
4. This Agreement shall continue in force and effect through the initial term of the Underlying Agreement. Thereafter, this Agreement can be terminated by either Party on thirty (30) days written notice, if another Interconnection Agreement will not replace the current Agreement. If there is a replacement Interconnection Agreement, one Party can notify the other Party that it is requesting Section 251/252 negotiations under the Federal Telecommunications Act of 1996 ("Act"). That notification will trigger the timeframes and procedures contained in Section 252 of the Act, or pursuant to the timeframes set forth by the appropriate state commission. In the event of such notice, the arrangements between our companies shall continue and be governed by the terms of the expired agreement until the new

agreement is approved by the appropriate state commission.

5. CLEC is aware that Qwest's position has been, and continues to be, (a) that Interconnection Agreements entered into pursuant to Sections 251 and 252 of the Act, including the reciprocal compensation provisions of those Agreements, apply only to local traffic, (b) Local traffic is that traffic that originates and terminates in the same local calling area, (c) and each company bears the burden of proof that the traffic being exchanged is in fact local in nature.

6. CLEC adopts the terms and conditions of the AT&T Communications of the Midwest, Inc. Agreement for interconnection with Qwest and in applying the terms and conditions, agrees that 1-800-RECONEX, Inc. be substituted in place of " AT&T Communications of the Midwest, Inc. " throughout the Agreement wherever the latter appears.

7. Qwest requests that notice to Qwest Corporation as may be required under the Agreement shall be provided as follows:

To: Qwest Corporation
Director Interconnection Compliance
1801 California Street, Room 2410
Denver, CO 80202

With copy to:
Qwest Corporation Law Department
Attention: General Counsel, Interconnection
1801 California Street, 38th Floor
Denver, CO 80202

CLEC requests that notice to CLEC as may be required under the Agreement shall be provided as follows:

To: Mr. William E. Braun
V.P. & General Counsel
1-800-RECONEX, Inc.
2500 Industrial Ave.
Hubbard, OR. 97032
Phone: 503-982-5573

8. CLEC represents and warrants that it is a certified provider of local dialtone service in the State of Nebraska, and that this Agreement will cover services in that state only.

Please sign all three original copies of this letter, and overnight them to Heidi Higer, 1801 California St, Suite 2410 – Denver, CO 80202 (Phone: 303-965-3029) by August 8, 2001. After August 8, 2001, Qwest may rescind its willingness to consider the Agreement's terms and conditions, and will consider that you have withdrawn from good faith negotiations.

Please note that Qwest will file this letter with the appropriate state commission for approval; however, some state commissions will not approve the letter until the CLEC is certified by the state commission. You may want to contact the appropriate state commission to determine the requisite filing guidelines.

Sincerely,

Date

Qwest Corporation
L.T. Christensen
Director – Business Policy
1801 California Street, Suite 23rd Floor
Denver, Colorado 80202

I agree to all terms and conditions contained in this letter as indicated by my signature below:

1-800-RECONEX, Inc. _____
CLEC Name

Signature _____
Mr. William Braun _____
Name
Vice-President & General Counsel _____
Title

Date